

Terms and Conditions

1. General Formation and Scope of Contract

- a). These terms and conditions together with any modifications or deviations contained within our written offer of sale constitute the whole contract between “the Company” and the purchaser (“buyer”) and supersedes all previous communication either written or oral. Any quotation or tender submitted by the Company shall be deemed to be subject to these terms and conditions. No terms or conditions implied or contained in the buyers’ enquiry, specification, acceptance or order shall add to or amend or delete these terms and conditions unless expressly agreed to in writing by a duly authorized representative of the Company.
- b). It is the responsibility of the buyer when accepting this contract to ensure that the goods ordered comply and conform with the buyers requirements and are suitable and sufficient for the buyers purpose.
- c). All offers of sale remain valid for acceptance for 14 days from date of offer only, unless expressly varied in writing.
- d). The purchaser acknowledges the Company’s license to use or ownership of the patents, trademarks or design principles contained within the goods manufactured or supplied by the Company and in particular acknowledges that any attempt by it, its servants or agents to copy in whole or part the layout, or any other design principal or misuse and trademark will render it liable to the Company for the violation or infringement of its license, trademark, copyright, patent or registered design.
- e). Failure by the Company to insist upon strict performance of any term warranty or condition of this contract shall not be deemed to be a waiver thereof or any rights the Company may have and no express waiver shall be deemed a waiver of any subsequent breach of any term, warranty or condition.

2. Price

- a). The Company shall be entitled to adjust any price quoted by it or stated in any documents forming the contract between it and the buyer to account for variations in the cost of the goods and services ordered by reason of variations in exchange rates, the cost of materials, rates or wages and hours of working and any other condition of employment described by law, award, determination or agreement, the cost or services including freight, cartage, insurance, customs duty , and tariff clarifications, statutory and government or local government authority charges.
- b). All orders will be invoiced at the prices in effect at the time of delivery.
- c). The final quoted price unless otherwise expressly stated is Ex-Works and inclusive of GST. The buyer shall be responsible for the payment of any and all taxes and for the cost of freight and insurance.
- d). All prices quoted are subject to these terms and conditions.

3. Payment

- a). Strictly 14 days from date of invoice.
- b). The company reserves the right to charge interest at bank overdraft rates on any amounts outstanding beyond these terms.
- c). The company shall refuse delivery of additional orders if outstanding amounts are overdue beyond 30 days from invoice date.
- d). Legal action shall commence when outstanding amounts are overdue beyond 60 days from invoice date.

4. Delivery, Title and Risk

- a). Risk in goods sold by the company to the buyer shall pass upon the sooner of the happening of, delivery to the purchaser, loading of the goods on an outside carrier or the purchaser’s carrier or the expiration of 7 days from the date upon which the buyer is notified that the goods are ready for delivery.

b) Irrespective of the time when risk in the goods shall pass, passing of property in the goods shall be determined as follows;

1. Property of the goods shall remain with the company until the buyer has made payment in full to the Company of the purchase price.
2. Pending payment in full of the purchase price, the buyer shall arrange for storage of the goods only at its place or places of business in such a manner that they are readily identifiable as the Company's property and they shall be marked accordingly.
3. In the event that the buyer defaults in payment of the purchase price in accordance with the terms of this contract, the Company and its employees or agents shall have the right to enter upon the buyers premises or any other premises where the goods are known to be stored, to repossess the goods and for that purpose the purchaser shall grant all reasonable access rights.

c) The buyer acknowledges that until full payment of the purchase price is made it holds the goods in a fiduciary capacity on behalf of the Company.

5. Product Warranty

a) The company warrants that goods manufactured by it shall be free from defect in manufacture for a period of 12 months from date of invoice. Should a fault occur within that period as a result of faulty workmanship or materials, the Company will at its discretion make all necessary repairs, or, replace the product at no charge to the buyer except for freight.

b) For goods not manufactured by the Company, the Company shall pass on the manufactures warranty to the buyer from date of invoice. It is the manufactures discretion to repair or replace goods deemed to be defective as a result of faulty workmanship or materials.

c) All goods must be returned to the Company or its representative for inspection or testing to assess if a claim is justified. It is the responsibility of the buyer to return the goods for inspection and all freight costs are the responsibility of the buyer.

d) The warranty is negated and will not apply in the following circumstances.

1. If no proof of date of purchase can be produced
2. If no proof of serial number can be produced
3. If the product has been used in a manner beyond its design parameters.
4. If the product is not used and maintained in accordance with the Company's or the manufacturer's instructions or recommendations.
5. In respect of loss or damage caused by rough or inappropriate treatment.
6. In respect of loss or damage caused by an Act of God or any other cause not within the Company's control.

e) Goods returned under warranty for repair or testing will incur a charge by the Company if no fault is found.

f) The buyer shall bear freight charges for returning the goods for inspection and for the delivery of any replacement or repaired product from a justified warranty claim.

g) Save for the express conditions and warranties herein contained all other conditions or warranties (whether as the quality, fitness for purpose or any other matter) expressed or implied by statute, common law, equity, trade custom, usage or otherwise are hereby expressly excluded provided that nothing in these terms and conditions shall exclude or limit any breach or a term or condition implied by law, the exclusion or limitation of which is not permitted by law.

6. Claims and Return of Goods

a) No claims will be recognized in respect of any mistake, damage, shortage or oversupply of goods after 7 days from invoice date.

b) Unless otherwise expressly agreed in writing the Company shall not accept any conditions providing for the payment by it of liquidated damages or other penalties for delayed delivery of goods or provision of information for delayed erection programs or any reason whatsoever.

c) The Company will not accept return of goods for credit unless prior approval is granted by the Company. Goods returned without approval will not be received.

- d) Goods approved for return for credit must be received in good order and condition, be in a saleable condition and be returned within 7 days from invoice date.
- e) The buyer must provide invoice number and required Return to Manufacturer Authority when returning goods approved by the company.
- f) The buyer shall pay a 20% restocking fee for handling for returned goods.

7. Governing Law

- a) Any contract between the Company and the buyer shall be subject to the laws of the State of South Australia and the Commonwealth of Australia and the parties subject to the jurisdiction of the courts of the State of South Australia.

8. Variation

- a) These terms and conditions may be varied or added to from time to time by the Company by giving reasonable notice.